

***United States Court of Appeals
for the Second Circuit***



APPENDIX

74-2226

No. 74-2226

B
A/S

IN THE UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

ESTATE OF MORRIS R. SILVERMAN,
AVRUM SILVERMAN, Executor,

Petitioner-Appellant,

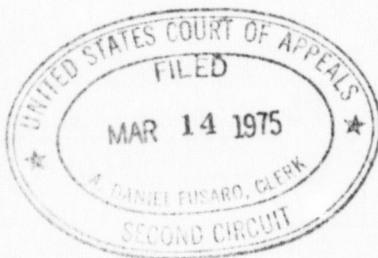
v

COMMISSIONER OF INTERNAL REVENUE,

Defendant- Respondent.

ON APPEAL FROM THE JUDGMENT OF THE
UNITED STATES TAX COURT

APPENDIX



MOSES M. COHEN
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Appellant.

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NOV 14 1974

Mr. A. Daniel Fusaro, Clerk
United States Court of Appeals
for the Second Circuit
U. S. Courthouse, Foley Square
New York, New York 10007

Re: Estate of Morris R. Silverman,
Avrum Silverman, Executor,
Petitioner-Appellant
vs.
Commissioner of Internal Revenue,
Respondent-Appellee
Estate of Morris R. Silverman,
Avrum Silverman, Executor,
Petitioner-Appellee
vs.
Commissioner of Internal Revenue,
Respondent-Appellant
Docket No. 6741-70

Dear Mr. Fusaro:

There is transmitted herewith, under my certificate, the record on appeal in the above-entitled case, together with, but separately certified, the original exhibits.

Appeal is taken by the petitioner in the Tax Court. Counsel for petitioner-appellant is Mr. Moses M. Cohen, 276 Fifth Avenue, New York, New York 10001.

Appeal is taken on behalf of the Commissioner of Internal Revenue, the respondent in the Tax Court. Counsel for the respondent-appellant are Scott P. Crampton, Assistant Attorney General, Tax Division, United States Department of Justice, Washington, D. C. 20530, upon whom service of documents and papers in proceedings in the Court of Appeals is to be made, and Meade Whitaker, Chief Counsel, Internal Revenue Service.

Yours very truly,

Charles S. Casazza
Clerk of the Court

By Elizabeth S. Yarovsek
Deputy Clerk in Charge of
Appellate Matters

Enclosure

ESTATE OF MORRIS R. SILVERMAN,
 AVRUM SILVERMAN, EXECUTOR,
 Petitioner
 vs.
 COMMISSIONER OF INTERNAL REVENUE,
 Respondent

Tax Court Docket No. 6741-70

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* * * * *

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vs. Commissioner of Internal Revenue
Docket No. 6741-70
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The following exhibits are separately certified:

Exhibits 1-A, B, and 2-C thru 9-J attached to
stipulation of facts.

Petitioner's exhibit 10 admitted in evidence.

UNITED STATES TAX COURT

GENERAL DOCKET

DOCKET NO. 6741-70

ESTATE OF MORRIS R. SILVERMAN MORRIS SILVERMAN, EXECUTOR 24 Church St., Watertown, Mass. PETITIONER. VS. COMMISSIONER OF INTERNAL REVENUE, RESPONDENT.	APPEARANCES FOR PETITIONER: Moses M. Cohen E/A 5/3/73 276 5th Avenue, New York, New York 10001 NAME _____ ADDRESS _____ _____ _____
---	---

Date Month Day Year		Filings and Proceedings	Action	Served
Oct. 22, 1970		PETITION FILED: FEE PAID		Oct. 29, 1970
Dec 21, 1970		ANSWER filed by Resp		Dec 22, 1970
Dec 21, 1970		REQUEST by Resp for trial at NY, NY filed	GRANTED Dec 22, 1970	Dec 22, 1970
Sept. 25, 1972		NOTICE OF TRIAL on Dec. 11, 1972 at N.Y., N.Y.		Sept. 25, 1972
Dec. 14, 1972		TRIAL at New York, N.Y. before Judge Sterrett.		
		Stipulation of Facts (with att. exh.) Filed.		
		ORIGINAL BRIEFS DUE - Feb. 12, 1973		
		REPLY BRIEFS DUE - - Mar. 14, 1973		
		SUBMITTED TO JUDGE STERRETT		
Jan. 12, 1973		TRANSCRIPT of Dec. 14, 1972 received.		
Feb. 12, 1973		BRIEF for Respondent filed. (Served per Judge).		Feb. 23, 1973
May 3, 1973		ENTRY OF APPEARANCE BY Moses M. Cohen filed for Petr.		
May 3, 1973		MOTION by Petr to permit late filing of Petitioners Brief and Petitioners Reply Brief	GRANTED 5/11/73 REPLY BRIEFS Due June 11, 1973	May 14, 1973
May 3, 1973		BRIEF for Petitioner LODGED		May 14, 1973
May 3, 1973		REPLY BRIEF for PETITIONER LODGED		
May 11, 1973		BRIEF for Petitioner filed		May 14, 1973
May 11, 1973		REPLY BRIEF for Petitioner filed		June 12, 1973
June 11, 1973		REPLY BRIEF for Respondent filed		June 12, 1973
		continued on page 2.		

DOCKET NO. 67-1-70

(Continuation)

ESTATE OF MORRIS R. SILVERMAN, AVIUM SILVERMAN, EXECUTOR			PETITIONER	PAGE
Date	Filings and Proceedings		Action	Served
Month Day Year	STERRETT			
Dec. 6, 1973	FINDINGS OF FACT AND OPINION filed, Judge Sterrett.			DEC 6 1973
	Decision will be entered under Rule 50.			
May 16, 1974	RESP. COMPUTATION FILED.			MAY 20 1974
May 20, 1974	NOTICE of filing of Computations under Rule 155 and hearing on June 19, 1974 at Wash.D.C. (Obj. due 5 days prior to hearing)			MAY 20 1974
June 19, 1974	HEARING at Washington, D.C. before Commr. Caldwell.			
	Hearing under rule 155 referred to Judge Sterrett.			
June 24, 1974	DECISION ENTERED, Judge Sterrett.			June 24, 1974
	APPELLATE PROCEEDINGS			
Aug. 26, 1974	NOTICE OF APPEAL to U.S.C.A., 2nd cir., filed by Petr.			Aug. 27, 1974
Aug. 27, 1974	NOTICE of Filing with copy of notice of appeal sent to Mr. Meade Whitaker, Chief Counsel.			Aug. 27, 1974
Aug. 27, 1974	NOTICE, to parties, of assembling and date for transmission of the record.			Aug. 27, 1974
Sep. 20, 1974	NOTICE of Appeal to U.S.C.A. 1st Cir., filed by Resp.			Sep. 23, 1974
Sep. 23, 1974	NOTICE of Filing with copy of notice of appeal mailed to Mr. Cohen.			Sep. 23, 1974
Sep. 20, 1974	NOTICE of Appeal to U.S.C.A. 2nd Cir., filed by Resp.			Sep. 23, 1974
Sep. 23, 1974	NOTICE of Filing with copy of notice of appeal mailed to Mr. Cohen.			Sep. 23, 1974
Sept. 20, 1974	MOTION by Resp. for extension of time to Nov. 24, 1974 for transmission of the record.			Sept. 25, 1974
Sept. 25, 1974	ORDER that the motion is granted in that the time for transmission of the record to the 1st Cir. is extended to Nov. 24, 1974.			Sept. 25, 1974

(Continued to page 3)

UNITED STATES TAX COURT
GENERAL DOCKET

LOCKET NO. 6741-70

(Continuation)

[illegible]

UNITED STATES TAX COURT
WASHINGTON

ESTATE OF MORRIS R. SILVERMAN,
AVRUM SILVERMAN, EXECUTOR

Petitioner,

v.

COMMISSIONER OF INTERNAL REVENUE,
Respondent.

Docket No. 6741-70

DECISION

This case was called on June 19, 1974, at Washington, D. C. for hearing on respondent's computation under Rule 155, filed May 16, 1974. There was no appearance by or on behalf of the petitioner nor has petitioner filed any computation and it appearing to the Court that respondent's computation is in accordance with the Findings of Fact and Opinion filed December 6, 1973, it is

ORDERED AND DECIDED: That there is a deficiency in estate tax due from the petitioner in the amount of \$1,705.25;

That there is an overpayment due to petitioner in the amount of \$132.08.

(Signed) Samuel B. Sterrett
Judge

ENTERED JUN 24 1974

61 T. C. No. 37

UNITED STATES TAX COURT

ESTATE OF MORRIS R. SILVERMAN, AVRUM SILVERMAN, EXECUTOR,
Petitioner v. COMMISSIONER OF INTERNAL REVENUE, Respondent

Docket No. 6741-70

Filed December 6, 1973.

The decedent assigned a life insurance policy on his life to his son, approximately 6 months prior to his death. After the transfer, the son paid the insurance premiums.

Held: The transfer of the life insurance policy was made in contemplation of death within the meaning of sec. 2035, Internal Revenue Code of 1954. Held further: The quantum of inclusion is that portion of the face value equal to the ratio of premiums paid by the decedent to total premiums paid.

Held further: The gross estate must also include certain jewelry having a fair market value of \$780 which the decedent inherited from his wife.

Moses M. Cohen, for the petitioner.

Marion L. Westen, for the respondent.

STERRETT, Judge: Respondent determined a deficiency in petitioner's Federal estate tax in the amount

of \$2,155.01. However, \$132.08 of said amount was attributable to the assessment of the penalty imposed by section 6651(a), Internal Revenue Code of 1954,¹ which was abated, leaving a net deficiency of \$2,022.93. Respondent subsequently conceded the deductibility of certain legal expenses, leaving the following issues for our consideration:

(1) Whether the assignment of a life insurance policy by the decedent, Morris R. Silverman, to his son, petitioner Avrum Silverman was made "in contemplation of death" within the meaning of section 2035.

(2) If such assignment was made in contemplation of death, what amount is includable in the gross estate of the decedent.

(3) Whether decedent's gross estate must include certain jewelry having a fair market value of \$780 which the decedent inherited from his wife.

FINDINGS OF FACT

Some of the facts have been stipulated and are so found. The stipulation of facts and attached exhibits are incorporated herein by this reference.

1

All statutory references are to the Internal Revenue Code of 1954, unless otherwise indicated.

Decedent Morris R. Silverman died testate on July 26, 1966 in New York, New York. Letters Testamentary were issued to the petitioner, Avrum Silverman, on September 2, 1966. At the time the petition herein was filed, the petitioner resided at Watertown, Massachusetts.

The decedent was born on March 15, 1901. On May 25, 1961, the decedent purchased life insurance policy number 12553 from the Standard Security Life Insurance Company of New York which insured his life and had a face value of \$10,000. To keep the policy in effect, the decedent made monthly payments of \$52.60. The decedent's wife, Mabel Silverman, was made primary beneficiary of the policy, and the petitioner was designated secondary beneficiary.

Mabel Silverman died of cancer on December 12, 1965 after an extended illness of 2 or 3 years. During the period of her illness, she required hospitalization on several occasions.

The decedent's medical history, dated December 22, 1965, states:

During the past several months patient has been under a great deal of stress. His wife has been dying and finally died about two weeks ago. He has noted some intermittent red blood in the stool during the last month and some pain in his back. In the past he had a fistula-in-ano, but he does not have any recurrence of that symptomatology. He has also eaten less and is not sleeping too well. He has lost his appetite.

On that date the decedent underwent a full physical examination. X-rays indicated a possible malignancy of the colon. No further evidence concerning the decedent's medical care was available until February 18, 1966.

On January 29, 1966 the decedent assigned to his son, the petitioner, all of his right, title and interest in life insurance policy number 12553. From this point forward, the petitioner paid the monthly premiums of \$52.60.

In a letter to the petitioner's attorney, Joseph Breitstone, the decedent's nephew and insurance broker, stated:

When I met with Morris Ralph Silverman to discuss the change of beneficiary, I recommended that he transfer ownership of the policy to his son Avrum since the estate would no longer reap the benefits of the marital deduction in the event of his death.

On February 18, 1966, the decedent was admitted to the Medical Arts Center Hospital in New York City, where he underwent surgery. During the operation, carcinoma (cancer) of the colon and liver involvement was found. Consequently, a transverse colostomy was carried out. In an attempt to limit the spread of cancer, chemotherapy was begun.

The decedent was discharged from the hospital on March 12, 1966 but was readmitted several times thereafter. He died on July 26, 1966.

The petitioner had made seven premium payments of \$52.60 each at the time of his father's death.

OPINION

The decedent transferred ownership of a life insurance policy on his life to his son approximately 6 months prior to his death. The first issue to be decided is whether this transfer was made "in contemplation of death" thereby making such property includable in the decedent's gross estate under the provisions of section 2035.²

Section 2035(b) creates a statutory presumption that any transfer made within 3 years of death, except a bona fide

2

SEC. 2035. TRANSACTIONS IN CONTEMPLATION OF DEATH.

(a) General Rule.--The value of the gross estate shall include the value of all property to the extent of any interest therein of which the decedent has at any time made a transfer (except in the case of a bona fide sale for an adequate and full consideration in money or money's worth), by trust or otherwise, in contemplation of his death.

(b) Application of General Rule.--If the decedent within a period of 3 years ending with the date of his death (except in case of a bona fide sale for an adequate and full consideration in money or money's worth) transferred an interest in property, relinquished a power, or exercised or released a general power of appointment, such transfer, relinquishment, exercise, or release shall, unless shown to the contrary, be deemed to have been made in contemplation of death within the meaning of this section and sections 2038 and 2041 (relating to revocable transfers and powers of appointment); but no such transfer, relinquishment, exercise, or release made before such 3-year period shall be treated as having been made in contemplation of death.

sale, is a transfer in contemplation of death. The petitioner must not only produce evidence refuting the presumption, but must also carry the burden of proof on this issue. First Trust & Deposit Co. v. Shaughnessy, 134 F. 2d 940 (C.A. 2, 1943); Estate of Sumner Gerard, 57 T.C. 749 (1972). In this decidedly factual endeavor, we must determine whether the dominant purpose in making the transfer was the thought of death or some purpose more closely associated with life motives. United States v. Wells, 283 U.S. 102 (1931); Estate of Maurice H. Honickman, 58 T.C. 132 (1972), affirmed 481 F. 2d 1399 (C.A. 3, 1973).

The petitioner has argued that the decedent assigned the life insurance policy to him in order to avoid further premium payments. The original primary beneficiary, decedent's wife, predeceased him. Therefore, according to the petitioner, the decedent felt he no longer needed insurance. The only witness dealing firsthand with the decedent in respect of the insurance was Joseph Breitstone, his nephew and insurance broker. Breitstone testified that the decedent originally desired cancellation of the policy but was persuaded to assign the policy because his son would pay the premiums and the policy would no longer be part of his estate. He also explained that the cash surrender value was quite low at that time. Moreover the petitioner testified that his father, the decedent, was philosophically opposed to insurance and preferred to invest in stocks.

We hold that the transfer in issue was made in contemplation of death. The assignment took place on January 29, 1966. The decedent's medical history shows that on December 22, 1965, he underwent a complete physical examination and X-rays to find the cause of acute diarrhea and bleeding. The X-rays revealed a possible malignancy of the colon. After a gap of close to 2 months in the decedent's medical history, during which time the transfer in question took place, the decedent was admitted to a hospital for an operation. Although doctors removed a cancerous tumor, spreading of the disease had occurred, and the decedent died approximately 5 months later.

Whether the decedent knew death was near is subject to conjecture. Nevertheless, because of his symptoms, the operative procedures carried out, and his post-operative treatment, we feel quite certain that he knew he was seriously ill.³ Moreover the close proximity he maintained with his wife during her 2-3 year bout against cancer may have given him special cause to worry. Also, at the age of 65, he was not likely to take his situation lightly. Bodily condition may naturally give rise to fear of death.

3

We were not presented any medical evidence concerning the near 2-month interlude, but we strongly suspect the decedent to have been aware of serious illness prior to his admission to the hospital.

United States v. Wells, supra, at 117; Estate of Sumner Gerard, supra at 760; Estate of Oliver Johnson, 10 T.C. 680 (1948). Petitioner's testimony has little weight on this particular point since he was in California during the early part of decedent's illness.

Breitstone, in a letter responding to petitioner's attorney prior to the trial herein, stated that the assignment was made because "the estate would no longer reap the benefits of the marital deduction in the event of his death." In this correspondence Breitstone failed to mention that the decedent desired to cancel the policy. Rather he stated that the discussion occurred when the decedent was changing beneficiaries. The motive to avoid taxes is usually intended to relieve beneficiaries of taxes after death. McIntosh's Estate v. Commissioner, 248 F. 2d 181 (C.A. 2, 1957), affg. 25 T.C. 794 (1956); Vanderlip v. Commissioner, 155 F. 2d 152 (C.A. 2, 1946), affg. 3 T.C. 358 (1944). The statute was specifically enacted to prevent the evasion of estate taxes. Milliken v. United States, 283 U.S. 15, 23 (1931); see also Section 20. 2035-1(c)(1), Estate Tax Regs. Moreover a significant factor in certain cases has been the reliance on an insurance agent's advice to avoid estate taxes by making transfers. Slifka v. Johnson, 161 F. 2d 467 (C.A. 2, 1947); Estate of Edwin W. Rickenberg, 11 T.C. 1 (1948).

Lastly the petitioner has testified that the decedent rarely made gifts over \$50 or \$100. The decedent's assignment, in light of his frugality, appears more testamentary in nature than if large gifts were his normal manner.

Estate of Sumner Gerard, supra at 760. In addition, if decedent truly had no paternal interest in his son and was more concerned with his own financial welfare, it would seem more likely that he would have cancelled the policy and pulled down the cash surrender value for his own use.

After a careful review of all the evidence, we find that petitioner has not persuaded us that the transfer was anything other than a distribution in anticipation of death. Estate of Berman v. United States, ___ F. 2d ___ (C.A. 5, 1973); Bel v. United States, 452 F. 2d 683 (C.A. 5, 1971), cert. den. 406 U.S. 919 (1972).

Having found that the decedent transferred the life insurance policy in contemplation of death, we must now determine the quantum of inclusion in the decedent's gross estate. The transfer of a life insurance policy in contemplation of death normally requires inclusion in the gross estate at face value. Estate of Maurice H. Honickman, supra at 136; Estate of Arthur H. Hull, 38 T.C. 512, 528 (1962), reversed on other grounds, 325 F. 2d

367 (C.A. 3, 1963). In the instant case however, the petitioner paid all the insurance premiums after the assignment. Of total premiums amounting to \$3,261.20, petitioner paid \$368.20 or 11.29 percent and the decedent paid \$2,893 or 88.71 percent. Under these circumstances we feel that the petitioner contributed to the value of the policy, and it would be inappropriate to include in the gross estate that portion of the value which petitioner contributed.

Throughout its existence, including the time of transfer, the policy had a face value of \$10,000. At the time of the decedent's death however, a certain number of premiums were required to keep the face value intact. It is apparent, therefore, that at the time the decedent transferred the policy, only a portion of the premiums necessary to maintain the face value payment on death had in fact been paid. The petitioner's continued premium payments were thus a vital part of the consideration necessary to secure full payment on the insurance policy on decedent's death. To hold otherwise would tax the estate on an asset greater than that which the decedent transferred. Liebmann v. Hassett, 148 F. 2d 247 (C.A. 1, 1945).⁴ Cf. Scott v. Commissioner, 374 F. 2d 154 (C.A. 9,

4

It is surprising that neither party cited this case which, insofar as we can find, is clearly the case most directly in point.

1967), revg. 43 T.C. 920 (1965). We are further bolstered in our decision by Section 20.2035-1(e), Estate Tax Regs. which state: "However, if the transferee has made improvements or additions to the property, any resulting enhancement in the value of the property is not considered in ascertaining the value of the gross estate". We therefore hold that the decedent's estate must include that portion of the face value of the life insurance policy which the decedent's premium payments bore to all premium payments.⁵

The last issue for decision is whether decedent's gross estate must include certain jewelry having a fair market value of \$780 which the decedent inherited from his wife. The petitioner did not present any proof on this issue at the trial herein. Although petitioner argued surprise in his reply brief, this issue was properly raised by the respondent in the deficiency notice, pleadings, and at the trial. We may only conclude that respondent's determination is correct. Rule 32, Tax Court Rules of Practice.

Decision will be entered
under Rule 50.

⁵

Petitioner has misplaced his reliance on cases such as Estate of Hector R. Skifter, 56 T.C. 1190 (1971) and Estate of Inez G. Coleman, 52 T.C. 921 (1969). The factual situations therein did not involve the transfer of life insurance policies in contemplation of death.

UNITED STATES TAX COURT

ESTATE OF MORRIS R. SILVERMAN,)
AVRUM SILVERMAN, Executor,)

Petitioner,)

v.

COMMISSIONER OF INTERNAL REVENUE,)

Respondent.)

Docket No. 6741-70

STIPULATION OF FACTS

The parties hereby stipulate and agree that for the purpose of this case the following facts and exhibits attached hereto and made a part hereof may be taken as true, subject to the rights of the parties to introduce other and further evidence not inconsistent with this stipulation and preserving the parties' rights to object, at the time of trial, to any and all portions of said stipulation and attached exhibits as they may deem to be irrelevant or immaterial.

1. The decedent, Morris R. Silverman, died testate and domiciled in the town of Flushing, and Borough of Queens, in the city of New York, New York on July 26, 1966. A copy of decedent's Last Will and Testament is attached as Joint Exhibit 1-A.

2. Letters testamentary were issued to the petitioner, Avrum Silverman, the decedent's son, on September 2, 1966.

On the date of the filing of the petition herein Avrum Silverman maintained his legal residence at 24 Church Street, Watertown, Massachusetts 02172. A copy of the Form 706, United States Estate Tax Return is attached as Exhibit B.

3. On January 29, 1966, the decedent assigned to his son Avrum Silverman, all of his right, title and interest in policy #12553, issued by the Standard Security Life Insurance Company and insuring the decedent's life in the amount of \$10,000. Attached as Joint Exhibits 2-C, 3-D and 4-E, respectively, are copies of Standard Security Life Insurance Policy #12553, Absolute Assignment of said Life Insurance Policy and a copy of a letter dated August 13, 1968, from Breitstone and Co., Ltd. to petitioner's counsel, Moses Cohen, together with the accompanying attachments.

4. On February 18, 1966, the decedent was admitted to Medical Arts Center Hospital. The decedent was discharged on an out-patient basis on 3/12/66. Attached as Joint Exhibit 5-F is a copy of the medical records relating to this hospitalization.

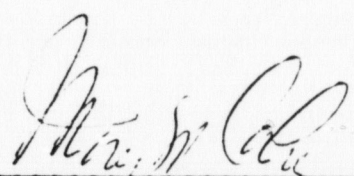
5. The decedent was next admitted to the Medical Arts Center Hospital on May 24, 1966. The decedent was discharged

on an out-patient basis on May 29, 1966. Attached as Joint Exhibit 6-G is a copy of the medical records relating to this hospitalization.

6. On July 11, 1966, the decedent was again admitted to the Medical Arts Center Hospital. He was discharged to his home in the care of a nurse on July 24, 1966. Attached as Joint Exhibit 7-H is a copy of the medical records relating to this hospitalization.

7. On the following day, July 25, 1966, the decedent was admitted to the Medical Arts Center Hospital for the last time, and died on the following day. A copy of the medical record is attached as Joint Exhibit 8-I.

8. The decedent's wife Mabel Silverman had predeceased him on December 12, 1965. A copy of Mabel Silverman's will is attached as Joint Exhibit 9-J.


Counsel for Petitioner

(Sgd) LEE H. HENKEL, JR. - EHM

LEE H. HENKEL, JR.,
Chief Counsel,
Internal Revenue Service.

1 THE COURT: It will be in the briefs.

2 MR. COHEN: I will proceed, all right, your
3 Honor, with the first witness?

4 THE COURT: Please do.

5 Whereupon,

6 AVRUM SILVERMAN

7 was called as a witness on behalf of the Petitioner, and,
8 having been first duly sworn, was examined and testified
9 as follows:

10 THE CLERK: Would you state your name and
11 address for the record?

12 THE WITNESS: Avrum, A-V-R-U-M, Silverman and
13 my address is 24 Church Street, Watertown, Massachusetts.

14 THE CLERK: Thank you.

15 DIRECT EXAMINATION

16 BY MR. COHEN:

17 Q. Mr. Silverman, what is your trade or occupa-
18 tion?

19 A. I am a nuclear engineer.

20 Q. Where are you employed?

21 A. Stone and Webster Engineering Corporation,
22 Boston, Massachusetts.

23 Q. Are you the executor of Morris R. Silverman,
24 your father?

25 A. Yes.

1 Q. On or about the 18th of November, 1961, did your
2 father make a will, do you know?

3 A. I knew of the will, but I didn't know the exact
4 date it was made and signed.

5 MR. COHEN: Do you want to stipulate to the
6 will?

7 MRS. WESTEN: It is an exhibit, it is 1-A.

8 BY MR. COHEN:

9 Q. All right. By the terms of your father's
10 will, who got the estate if he had died before your
11 mother, do you know?

12 A. My mother would get the entire proceeds of the
13 estate.

14 Q. Did your mother about the same time make her
15 will? Did they make mutual joint wills?

16 A. Yes.

17 Q. By her dying before him, who would get the
18 estate?

19 A. He would get the entire estate.

20 Q. You know either would be the primary benefici-
21 aries?

22 A. Correct.

23 Q. About the same time did your father take out
24 an insurance policy?

25 A. Yes.

1 Q. In the sum of \$10,000?

2 A. Yes.

3 Q. Was the insurance payable to your mother as
4 beneficiary?

5 A. Yes.

6 Q. Were you made a secondary beneficiary in the
7 event she should predecease your father?

8 A. Yes.

9 Q. Could you tell the Court, please, about the
10 facts that went into the taking out of this policy?

11 MRS. WESTEN: Objection, your Honor, no founda-
12 tion was laid to show the qualifications of the witness
13 to testify to the facts.

14 THE COURT: Read the question back.

15 (Whereupon, the last question
16 was then read by the reporter.)

17 THE COURT: If you know.

18 THE WITNESS: If I know? At that time my
19 father was concerned about the alternate value of his
20 estate to be used for his retirement.

21 THE COURT: Did he discuss it with you?

22 THE WITNESS: He never discussed any financial
23 matters with me.

24 MR. COHEN: Did he discuss it with anyone else?

25 MRS. WESTEN: Objection, your Honor, it's

1 hearsay.

2 THE COURT: We haven't got to the subject of
3 the question yet.

4 MRS. WESTEN: All right.

5 THE COURT: Go ahead, Mr. Cohen.

6 BY MR. COHEN:

7 Q. Could you tell us if he discussed that particu-
8 lar matter with anyone else that you know, his wife, or
9 insurance broker?

10 A. Maybe with my mother and maybe partially with
11 Mr. Breitstone.

12 Q. The broker?

13 A. Yes.

14 Q. Do you know of your own knowledge whether or
15 not your father had any life insurance before the taking
16 of this policy?

17 A. No, he had no life insurance other than what
18 he was paid or had as being a member of the -- as being
19 a common policy provided by the butchers' union which he
20 belonged to.

21 I remember hearing as a child that there was
22 an earlier policy that he had, term insurance, but he let
23 it lapse.

24 Q. This policy was taken in around the time that
25 your father made his will, is that correct?

1 A. Correct.

2 Q. Who paid the premiums?

3 A. He did.

4 Q. How long did he continue to pay the premiums?

5 A. He paid the premiums until the policy was
6 transferred to me and then I paid them.

7 Q. When was the policy transferred to you?

8 A. The transfer of the policy was initiated in
9 late December.

10 THE COURT: What year?

11 THE WITNESS: '65.

12 BY MR. COHEN:

13 Q. At that time your father was working?

14 A. That's right.

15 Q. Regularly, steadily?

16 A. Right.

17 Q. At what trade?

18 A. He was a wholesale butcher.

19 Q. He continued his work?

20 A. Yes, until the entrance to the hospital in
21 February.

22 Q. All right. Now, after the December or in Janu-
23 ary, 1966, you say the policy was transferred to you?

24 A. Correct.

25 Q. Did you continue to pay the premiums on the

1 policy thereafter?

2 A. Yes.

3 Q. Do you recall how much the premiums were that
4 you paid each month?

5 A. \$52.60.

6 Q. How long did you pay these premiums?

7 A. Around his death myself.

8 Q. That was seven installments of his insurance?

9 A. Correct.

10 Q. I show you a series of checks.

11 THE COURT: Mr. Cohen, mark them for identi-
12 fication, please. Mark them if you want to introduce
13 them.

14 MR. COHEN: Yes, as one exhibit?

15 THE COURT: How many are there?

16 MR. COHEN: Seven checks or six.

17 THE COURT: Mark them as one exhibit with one
18 in paren and then two and so forth.

19 THE CLERK: Petitioner's Exhibit 10 for identi-
20 fication only.

21 (The documents referred to
22 were marked for identification
23 as Petitioner's Exhibit No. 10.)

24 BY MR. COHEN:

25 Q. I will show you these and ask you to identify

1 them for the Court, please. Tell the Court what they
2 represent.

3 A. These are checks made payable by me to the
4 Standard Security Life and drawn on the Community Bank
5 of San Jose, California, the Merchants Bank of New York
6 and Community Bank of San Jose and Merchants Bank of
7 New York.

8 All the amounts are \$52.60 except one which is
9 one o five twenty.

10 Q. There was one payment which you made of two
11 premiums?

12 A. Right.

13 Q. After the assignment of this policy by your
14 father to you, did he continue any payments on this
15 policy?

16 A. No, he did not.

17 Q. Did he physically give up the policy to you or
18 through somebody else and you took possession of the
19 policy?

20 A. Yes.

21 Q. Was it subsequently confirmed by the receipt
22 of assignment by the insurance company?

23 A. Yes.

24 MR. COHEN: May I have the Court note, do you
25 have the insurance policy?

1 MRS. WESTEN: It is 2-C.

2 THE COURT: It can't be.

3 MRS. WESTEN: Yes, he stipulated to the estate
4 tax return, 2-B.

5 MR. COHEN: May I suggest to the Court that
6 the insurance policy has a form of assignment which
7 indicates the policy was duly signed and assignment
8 recognized by the insurance company and payment continued
9 and no reservation of any kind in the decedent.

10 THE COURT: 3-D is the assignment form.

11 MR. COHEN: The little booklet assignment.

12 THE COURT: Very well. You have not offered
13 Exhibit 10 in evidence. Are you aware of that?

14 MR. COHEN: May I do it at this time?

15 THE COURT: Mrs. Westen?

16 MRS. WESTEN: We have no objections, your
17 Honor.

18 THE COURT: Received in evidence, Exhibit 10.

19 (The documents previously marked
20 for identification as Peti-
21 tioner's Exhibit No. 10 was
22 received in evidence.)

23 BY MR. COHEN:

24 Q. Can you state as exactly as you can when the
25 assignment took effect?

1 A. I believe the 28th of January.

2 Q. At that time was your father working?

3 A. Yes, he was.

4 Q. Steadily?

5 A. Steadily working and to him, that meant getting
6 up between the hours of two and four and being at the
7 office, the place of business at five and working eight
8 or ten hours a day and coming home.

9 MRS. WESTEN: The Petitioner would not know,
10 he was living in California, your Honor.

11 THE COURT: I don't think that statement is
12 crucial to the case.

13 MRS. WESTEN: Right.

14 BY MR. COHEN:

15 Q. He came from California in December to attend
16 his mother's funeral, is that correct?

17 A. Yes, for three weeks.

18 Q. And you -- the assignment was sent to Cali-
19 fornia and sent back after it was signed by a notary and --

20 A. Right.

21 Q. And sent it back?

22 A. Yes, to the broker.

23 Q. How old was your father when he died?

24 A. 65.

25 Q. You became the executor of the estate?

1 A. Right.

2 Q. Do you know of your own knowledge what the
3 estate consisted of in addition to the policy?

4 A. All stocks.

5 Q. Who was the owner of those stocks before your
6 father died?

7 A. The ownership was transferred to him upon my
8 mother's death.

9 Q. In December?

10 A. Yes.

11 Q. Prior to that who was the owner of the stocks?

12 A. My mother.

13 Q. He inherited them through her death?

14 A. Yes.

15 Q. Did he also leave any cash in the banks or
16 savings banks or checking accounts?

17 A. Yes, there was a substantial amount in a check-
18 ing account and one savings account.

19 Q. Could you estimate approximately how much he
20 left in cash?

21 A. Approximately \$3200.00 in cash in a checking
22 account and \$1800.00 left in a savings account. The
23 exact amount is in the estate.

24 Q. Did your father do anything about disposing
25 of these accounts during his life?

1 A. No.

2 Q. Did he ever give you a gift by way of cash or
3 any other form of gift?

4 A. Outside of the normal gift given at a holiday,
5 no.

6 Q. What do you mean, a normal gift?

7 A. Say like on Hannukah.

8 Q. How much would the gift be?

9 A. Between 50 and \$100.00.

10 Q. These were the only monetary items your father
11 gave you at any time?

12 A. Correct.

13 Q. He did nothing about his cash in the bank?

14 A. Correct.

15 Q. Did you or anyone else?

16 A. There was one question that occurred for a
17 transfer of a large sum of cash, approximately \$2500.00
18 to me which I proceeded to use and pay for household
19 expenses and to clear up the death expenses that were
20 incurred and payments for medical bills in my mother's
21 estate. I have all the checks to show the cash.

22 Q. That is not the issue here, but that was the
23 payment you received from your father's will when he was
24 alive to pay for your mother's funeral expenses?

25 A. Correct.

1 Q. Do you know generally what his attitude was
2 toward life insurance from conversations with him?

3 A. Negative. As far as life insurance, he con-
4 sidered premiums a waste of money and he felt the pre-
5 miums that he paid only partially went for the insurance
6 payment of his benefits and the rest of the benefits
7 went to the insurance company and he felt that if the
8 same amount of premiums he paid would reap greater benefits
9 in the stock market.

10 Q. Did he invest in the stock market?

11 A. Yes.

12 Q. Was that a casual or steady --

13 A. It was fairly much steady. It was a steady
14 type of deal.

15 Q. Did he ever send you for the late stock report?

16 A. Yes.

17 Q. While you were still a boy?

18 A. Yes.

19 Q. And you would bring him the late final edition?

20 A. Yes.

21 Q. That was his preoccupation other than his
22 work?

23 A. Yes.

24 Q. Could you tell us about the conversation, if you
25 know about it, that he had prior to the assignment of

1 the policy with anyone at all as to its disposition
2 of the policy?

3 MRS. WESTEN: Your Honor, I am going to object.

4 MR. COHEN: I have another witness.

5 THE COURT: I don't understand the question.
6 I will sustain the objection.

7 MR. COHEN: Very well. Your father had made
8 his will in November of 1961?

9 THE WITNESS: Correct.

10 BY MR. COHEN:

11 Q. Did he thereafter change his will at all?

12 A. No, he did not.

13 Q. Did the will remain the same until his death?

14 A. I wish to make a statement to qualify that.

15 I did not know of the -- I knew of the existence of it,
16 but I didn't see it until I was to probate the will for
17 my mother's estate.

18 Q. To your knowledge your father's will was never
19 changed?

20 A. Yes.

21 Q. What was the social relationship, the father
22 and son relationship? Were they pleasant? Were they
23 difficult?

24 A. They were difficult.

25 Q. Was there much communication between you and

1 him?

2 A. Very little at times.

3 Q. Did you have any resentment of any kind toward
4 him because of his treatment with your mother or relations
5 with your mother?

6 A. Yes.

7 Q. Were they pleasant or unpleasant?

8 A. Very unpleasant at times.

9 Q. Have you had to have medical or seek psychiatric
10 treatment since they --

11 A. Yes.

12 Q. You are now going to a psychiatrist for this?

13 A. Yes.

14 MRS. WESTEN: I don't understand the relevancy
15 of this.

16 THE COURT: I don't either. Move off it.

17 MR. COHEN: All right. Now, your mother, did
18 she work during the time all this occurred from the time
19 this happened till --

20 THE WITNESS: No.

21 BY MR. COHEN:

22 Q. Did she have any income of her own?

23 A. No.

24 Q. Did she depend entirely on whatever funds your
25 father supplied?

1 A. Yes.

2 MRS. WESTEN: I am going to object as to
3 irrelevancy and immaterial, your Honor. Also --

4 THE COURT: It doesn't have much to do with
5 the transfer of insurance.

6 MR. COHEN: It could bare the motivation if the
7 woman had no other funds.

8 THE COURT: Very well. Overruled.

9 MR. COHEN: What was the answer to that ques-
10 tion?

11 (Whereupon, the last answer was
12 then read by the reporter.)

13 MR. COHEN: What was the last question? Read it
14 back.

15 (Whereupon, the last question
16 was then read by the reporter.)

17 BY MR. COHEN:

18 Q. You eventually inherited the estate and are the
19 only heir or son of the family?

20 A. Yes.

21 Q. You paid whatever taxes were assessed other
22 than this deficiency claimed by the government?

23 A. Correct.

24 MR. COHEN: Your witness.

25 MRS. WESTEN: Thank you.

CROSS-EXAMINATION

1
2 BY MRS. WESTEN:

3 Q. At the time of your mother's death, how long
4 had your mother and father been married?

5 A. They were married in 1932, almost 24 years.

6 MR. COHEN: More.

7 BY MRS. WESTEN:

8 Q. Well, 1932. Did they live or have a close
9 relationship with each other?

10 A. No.

11 Q. Did your mother die of cancer of the colon
12 also?

13 A. Yes.

14 Q. Was she ill prior to her death?

15 A. Yes.

16 Q. How long was she ill?

17 A. She first had an operation which was back in
18 1962 or '63. I don't remember the date.

19 Q. Was she hospitalized for that illness?

20 A. Yes.

21 Q. Did your father visit your mother often?

22 A. Yes, after working a complete day, normally
23 working from the hours of five to two or three and then
24 he would go to the hospital.

25 Q. Did he help her at home in between hospitaliza-

1 A. As well as his ability allowed him to.

2 Q. Did your mother suffer from bleeding or diarrhea-

3 MR. CONEN: Objection, your Honor.

4 MRS. WESTEN: This goes to the state of mind.

5 THE COURT: Overruled. Answer the question.

6 THE WITNESS: As far as what they said she was
7 suffering from -- I was not living at home during this
8 time. I was living either in Connecticut or California
9 and I know what the situation was, but not what the daily
10 activities were as far as what she was suffering from.

11 She never communicated with me of her pain and
12 illness.

13 Q. You were the executor of your mother's estate?

14 A. Yes.

15 Q. Your father was beneficiary?

16 A. Yes.

17 Q. You say prior to your mother's death she was
18 the owner of the securities in your father's estate?

19 A. Yes. The ownership was to placate my mother as
20 to where the funds in the family were going and to placate-

21 MRS. WESTEN: I have no further questions, but
22 I want a copy of Petitioner's trial memorandum filed
23 with the Court, your Honor.

24 THE COURT: Yes. Any redirect?

25 MRS. CONEN: No, your Honor, I have no questions.

1 THE COURT: Thank you very much.

2 JOSEPH BREITSTONE

3 was called as a witness on behalf of the Petitioner, and
4 having been first duly sworn, was examined and testified
5 as follows:

6 THE CLERK: Would you state your name and
7 address for the record?

8 THE WITNESS: Joseph Breitstone, B-R-E-I-T-
9 S-T-O-N-E, and my address is 779 Daniel Street, North
10 Woodmere, Nassau County, New York.

11 DIRECT EXAMINATION

12 BY MR. COHEN:

13 Q. What is your occupation, please?

14 A. I am an insurance broker.

15 Q. Your office is where?

16 A. 488 Central Avenue, Cedarhurst, New York.

17 Q. How long have you been an insurance broker?

18 A. 26 years.

19 Q. Did you know the decedent, Morris R. Silverman
20 before he died?

21 A. Yes.

22 Q. Were you related to him?

23 A. Yes.

24 Q. He was your uncle?

25 A. Yes, through marriage.

1 Q. Did you take care of his insurance at any time?

2 A. Yes.

3 Q. Of whatever forms he had, house insurance and --

4 A. Yes, property, casualty and the life insurance
5 in question.

6 Q. Some time in 1961 did you procure a policy of
7 life insurance for him?

8 A. Yes, I did.

9 Q. Was there a policy for \$10,000 by the Standard
10 Life Insurance Company?

11 A. Yes.

12 Q. Was that policy initiated with his wife as
13 beneficiary?

14 A. Yes.

15 Q. And son as beneficiary?

16 A. Yes.

17 Q. Now, could you tell the Court please what the
18 circumstances, in your own words as best you can remember,
19 which led to the writing of this policy?

20 A. He asked me to come down on a visit with him
21 one Saturday, and as I recall, not to purchase, but to
22 discuss insurance, but for the purpose of perhaps advising
23 him on the feasibility of buying certain life insurance
24 stock.

25 I found this out after I got there and I said

1 I was not an authority in the stock life insurance
2 company but on the contracts they sold.

3 We got to go around on the discussion and after
4 that I recommended that he buy additional insurance to
5 protect his wife in the event of an early death so she
6 will have cash to clean up expenses and hospital bills
7 and the immediate needs so to not affect his estate.

8 He worked very hard over the years and this
9 was a measure of additional insurance.

10 Q. What was his response?

11 A. He agreed to buy it on that basis, but he felt
12 the premium was high to pay and wanted it on a monthly
13 basis.

14 Q. How much was it?

15 A. About \$52.00 a month.

16 Q. Did he express his attitude prior to the time,
17 his attitude toward life insurance in general?

18 MRS. WESTEN: This calls for an opinion, your
19 Honor. I am going to object, and it is hearsay, your
20 Honor.

21 THE COURT: The witness may tell the Court what
22 the decedent said of his idea of life insurance.

23 THE WITNESS: He had a negative attitude on
24 life insurance.

25 BY MR. COHEN:

1

1 Q. Did he accept your suggestion on any reluctantly,
2 or after discussing it or readily?

3 A. It was more of a challenge because he felt a
4 man of his age, at 60, he would not be able to --

5 Q. Did he have to qualify?

6 A. Yes, before a medical examination and submit
7 to tests prior to the policy and the company approved
8 this because he was in good shape.

9 Q. And after that he did have the insurance .
10 written?

11 A. Correct.

12 Q. Now, in 1965 do you recall the death of Mrs.
13 Silverman?

14 A. Yes, I do.

15 Q. In December of that year did you again see your
16 uncle, Mr. Silverman, about his insurance?

17 A. Yes.

18 Q. Was there any conversation between the two of
19 you regarding the disposition of that policy which had
20 been written --

21 A. Yes, he wanted to cancel it.

22 Q. Did he say that to you himself?

23 A. Yes.

24 Q. Did he give you any reason?

25 A. He had no further need for the coverage.

1 Q. Did he instruct you to cancel it?

2 A. Yes.

3 Q. What did you do?

4 MRS. WESTEN: I am going to object. It is
5 hearsay to what Mr. Silverman said out of Court. It is
6 one thing for the witness to testify to his conversation
7 and it is something that Mr. Silverman --

8 MR. CONEN: He said what Mr. Silverman told him
9 directly.

10 MRS. WESTEN: We can't check this.

11 THE COURT: This comes up in every contempla-
12 tion of death case. It is around the decedent's attitude
13 toward life and you execute statements from the decedent
14 on a dead man's statute rule that corroborates the state-
15 ment of the decedent. It is impermissible.

16 MRS. WESTEN: It is the quality of the evidence.
17 The purpose of the hearsay rule was to the exception of
18 hearsay to admit it outside of the Court. It is the state-
19 ment of people no longer available to testify to what --

20 THE COURT: Would you repeat the question?

21 MRS. WESTEN: It is to protect the integrity
22 of the Court.

23 THE COURT: Let the Court rule on that. Would
24 you read it back?

25 (Whereupon, the last question was

then read by the reporter.)

1 BY MR. COHEN:

2 Q. Did you cancel it?

3 A. No.

4 Q. Did you then tell him what your proposed to
5 do?

6 A. I recommended that I transfer ownership to his
7 son. I said that his son would be responsible for the
8 future premiums.

9 I said his son would receive the benefits of
10 the policy and it would be outside of the estate and have
11 no further interest in the policy, and his son --

12 Q. Did he do that on your recommendation?

13 A. Yes.

14 Q. Did you take care of the details of notifying
15 the son of the proposed assignment and etcetera for the
16 forms and --

17 A. Yes, I arranged the complete assignment.

18 Q. Did Mr. Silverman remain or have any rights
19 or interest in that policy after the assignment?

20 A. No, he had no rights under the policy.

21 Q. Do you remember or to your knowledge were the
22 premiums continued on behalf of the son?

23 A. Yes, they were.

24 MR. COHEN: That's all, your Honor.
25

DKT NO.	6741-70
EXH.	1-A

I, Morris Ralph Silverman of 7715-Park Drive East, Kew Gardens, N.Y. being of sound and disposing mind and memory, and considering the uncertainty of this life, do make, publish and declare this to be my last WILL and TESTAMENT as follows, hereby revoking all other former Wills by me at any time made.

First, after my lawful debts are paid, I give and bequeath all my property of whatsoever nature and description and wheresoever situated to my wife, Habel Silverman only in the event that she survives me. In the event that my wife shall predecease me then and in that event I give and bequeath all my property as aforesaid to my son, Avram Silverman.

Second:- I direct that my executor hereinafter named shall have the right to dispose of any and all my properties at such times as he deems expedient in order to liquidate my estate. I further direct that my executor hereinafter named shall not be required to furnish any bond for the performance of his duties as such Executor.

Third:- This is a reciprocal will made by wife to me containing similar provisions and executed simultaneously with this will.

I hereby appoint my son, Avram Silverman to be Executor of this my last Will and Testament.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my seal, the 18th day of November in the year one thousand nine hundred and sixty one.

Witnesses:

JACOB LEVENSON

KATE LEVENSON

MORRIS RALPH SILVERMAN

Subscribed by Morris Ralph Silverman the Testator named in the foregoing Will in the presence of each of us, and at the time of making such subscription, the above Instrument was declared by the said Testator to be his last Will and Testament, and each of us, at the request of said Testator and in his presence and in the presence of each other, signed our names as witnesses thereto.

JACOB LEVENSON Residing 653 Hemlock St. Bklyn 8 N.Y.

KATE LEVENSON Residing 653 Hemlock St. Bklyn 8 N.Y.

Nº 36310

C7-5M-7-69-JJW

STATE OF NEW YORK
County of Queens
SURROGATE'S COURT

ss.:

CHRISTOPHER J. GORMAN

I, ~~GEORGE XARCHINAX~~, Clerk of the Surrogate's Court of the County of Queens,
DO CERTIFY, that I have compared the preceding with the original
LAST WILL AND TESTAMENT OF MORRIS RALPH SILVERMAN, Deceased,

as the same as admitted to probate
September 2, 1966,

in my office under date of

and that the same is a true and correct copy thereof and of the whole of such original.

(Seal)

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and
affixed the seal of the Surrogate's Court of the said County of Queens,
at Jamaica, in said County, this 19th
day of June, 1970

Christopher J. Gorman

Exhibit G-1

BREITSTONE & CO., LTD.

488 CENTRAL AVENUE, CEDARHURST, NEW YORK 11116

Telephone: FR 1-3550

August 13, 1968

Moses Mo. Cohen
276 Fifth Avenue
New York, New York 10001

DKT NO.	6741-7c
EXH.	14-E

Dear Mr. Cohen:

Confirming our telephone conversation, I am enclosing photostats of the following documents:

- 1) Certificate of Eligibility for Morris Ralph Silverman dated May 26, 1961 indicating that by reason of his insurability (good health) the Standard Security Life Insurance Company was inviting additional insurance at that time. The insurance policy number was 12553.
- 2) Change of Beneficiary form dated January 17, 1966 wherein Morris Ralph Silverman eliminated Mabel Silverman, his wife, as primary beneficiary since she was now deceased, and added Avrum Silverman, his son, as primary beneficiary.
- 3) Absolute Assignment of Life Insurance Policy dated January 28, 1966 wherein Morris Ralph Silverman transferred and set over all right, title, and interest in policy #12553, Standard Security Life Insurance Company, to his son Avrum Silverman.

When I met with Morris Ralph Silverman to discuss the change of beneficiary, I recommended that he transfer ownership of the policy to his son Avrum since the estate would no longer reap the benefits of the marital deduction in the event of his death.

As you can see, there was no thought of death which would motivate this change since he was in good health to his knowledge and mine. I trust this information will assist you in your endeavors.

Yours very truly,

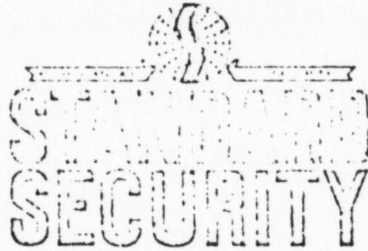
BREITSTONE & CO., LTD.

JB:ti

Joseph Breitstone

Representing HARTFORD FIRE INSURANCE COMPANY, HARTFORD ACCIDENT AND INDEMNITY COMPANY
and HARTFORD LIFE INSURANCE COMPANY of
THE HARTFORD INSURANCE GROUP
HARTFORD, CONNECTICUT





STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK
A LEGAL RESERVE COMPANY INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK

CERTIFICATE OF ELIGIBILITY

for

A GUARANTEED RENEWABLE & NON-CANCELLABLE DISABILITY INCOME POLICY

TO: Joseph Breitstone

RE: (Applicant) Morris Ralph Silverman

The above applicant for life insurance has been approved. It is our belief that this applicant also qualifies for Guaranteed Renewable & Non-Cancellable Disability Income Insurance. To obtain such a policy, please fill in the necessary information in the spaces below.

If this certificate is completed and returned to the Underwriting Department, Health Insurance Division within thirty days, and if this applicant qualifies within our issue and participation limits, a policy will be sent out on an "Application for Signature" basis.

PLEASE ANSWER:

- (a) Amount of Monthly Indemnity desired: \$ _____
(b) Maximum Accident Indemnity Period: _____ 2 yrs. _____ 5 yrs. _____ 10 yrs. _____ Life
(c) Maximum Sickness Indemnity Period: _____ 2 yrs. _____ 5 yrs. _____ 10 yrs. _____ To Age 65
(d) Elimination Periods: Accident _____ days; Sickness _____ days
(e) Occupational Classification: _____
(f) What Health (Accident & Sickness) Insurance does Applicant carry? _____

Company	Accident Monthly Indemnity	Sickness Monthly Indemnity

(g) How Much Life Insurance in force on Applicant's Life?

Company	Amount	Monthly Disability Indemnity

STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK

Health Insurance Division

Dated: 26 May, 1961

Signed: J.R. Bickford

J.R. Bickford, 2nd Vice Pres.

FOR POLICY CHANGE

of Policy No. 19559, on the life of Isabelle Ralph Williams
hereby request the following change(s) in my Policy:

From: \$ _____ ☐ Annually ☐ Semi-Annually ☐ Quarterly ☐ Monthly

CHANGE IN BENEFICIARY
 To: Robert Silverman, W-20
 From: Carol Silverman, 100

To: Refugee: AVRAHAM SILVERMAN, SON RELATIONSHIP

RELATIONSHIP

RELATIONSHIP

RELATIONSHIP

From: _____

To: _____

From: _____

To: _____

I understand and agree that these changes shall be an amendment to the original application and shall form a part of the Policy.

Dated: 7 February 1966

WITNESS

WITNESS

WITNESS

Harris R. Sturman

SIGNATURE OF OWNER

SIGNATURE OF BENEFICIARY IF IRREVOCABLE

Registered by J. H. Jones 1/22/66

*PLEASE RETURN THE POLICY WITH THIS REQUEST SO THAT THE POLICY CAN BE PROPERLY ENDORSED.

ABSOLUT. ASSIGNMENT OF LIFE INSURANCE POLICY

In consideration of One Dollar and other good and valuable consideration,
Harriet Silverman hereby assign(s), transfer(s) and set(s) over to
Harriet Silverman
of 100 Broadway Avenue (Street)
New York (City) Zone San Francisco (State)
, executor(s), administrator(s), successor(s) and assigns,

Policy Number 10000 issued by
STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK, on the life of

Harriet Silverman and all rights, privileges, options, title
and interest therein, including but not limited to the right at any time to exercise the rights and
privileges granted by the Loan, Withdrawals Benefits and Surrender provisions thereof, if any,
and the right to change the beneficiary thereof, all subject to any indebtedness to STANDARD
SECURITY LIFE INSURANCE COMPANY OF NEW YORK on account of or secured by said policy.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and
seal(s), this 28 day of January, 19 66

Epstein Gordon
(Witness)

Harriet Silverman (L. S.)
(Assignor)
Harriet Silverman

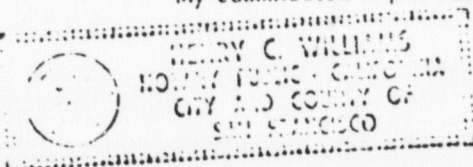
(Witness) (Assignor) (L. S.)

Al Bandiera (Witness)
Aaron Silverman (Beneficiary) (L. S.)
Aaron Silverman

State of California County of San Francisco SS:

On the 28th day of January, 19 66 before me
personally came Harriet Silverman and Aaron Silverman, to me known
to be the individual(s) described in and who executed the foregoing policy assignment and ac-
knowledgeed to me that they executed the same.

My commission expires January 1, 1967 Henry C. Williams Notary Public



ONLY COPY AVAILABLE

UNITED STATES TAX COURT

----- x

ESTATE OF MORRIS R. SILVERMAN,
AVRUM SILVERMAN, Executor

Petitioner,

DOCKET # 6741/1970

vs.

COMMISSIONER OF INTERNAL REVENUE.

Respondent.

----- x

NOTICE OF APPEAL

S I R S :

PLEASE TAKE NOTICE, that the petitioner above-named, AVRUM SILVERMAN, hereby appeals to the United States Court of Appeals Second Circuit, from the decision of this Court entered in the above captioned proceeding on the 24th day of June, 1974, relating to the finding of an alleged deficiency in the estate tax due from the petitioner in the amount of \$1,705,25, on the ground that said decision is contrary to the facts and the law.

Dated: New York, N.Y. August 20, 1974.

Yours etc.,

To: Meade Whitaker
Chief Counsel

Marvin E. Hagen
Regional Counsel
Marion L. Westen, Atty
26 Federal Plaza
New York, N.Y. 10007

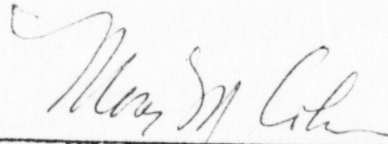
To: Charles S. Casazza
Clerk of the Court
Washington, D.C.

MOSES M. COHEN
Attorney for Petitioner
Office & P.O. Address
276 Fifth Avenue
Borough of Manhattan
City of New York 10001

CERTIFICATE OF SERVICE

It is hereby certified that service of this appendix has been made on opposing counsel on this 14 day of March, 1975, by mailing four copies thereof, in an envelope, with postage prepaid, properly addressed to them as follows:

Hon. SCOTT P. CRAMPTON
Assistant Attorney General
JEFFREY S. BLUM
Attorney Tax Division
Department of Justice
Washington, D. C. 20530



MOSES M. COHEN
Attorney for Petitioner-
Appellant